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Zoning Case No C14-200/-0011

RESTRICTIVE COVENANT

OWNER CRV LAMAR MANCHACA, L P , a Texas limited partnership
ADDRESS 301 Congress Avenue, Suite 500, Austin, Texas 78701
CONSIDERATION Ten and No/100 Dollars (\$10 00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged
PROPERTY A 6 396 acre tract of land, more or less, out of the Henry P Hill League in Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions,

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns

- 1 All residential and commercial development shall comply with Austin Energy Green Building Program (GBP) for a minimum two-star rating. In addition, as a component of complying with the two-star rating requirements, the energy model must show building performs 25% better than City of Austin Energy Code. Certification shall be met as specified by the version of the rating system current at the time of design.
- 2 If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
- 3 If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
- 4 If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
- 5 This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2007

OWNER·

**CRV LAMAR MANCHACA, L P
a Texas limited partnership**

By Cypress V GPREIT LLC,
a Texas limited liability company,
its General Partner

By _____
M Timothy Clark,
President

APPROVED AS TO FORM

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2007, by M Timothy Clark, President of Cypress V GPREIT, LLC, a Texas limited liability company, General Partner of CRV Lamar Manchaca, L P , a Texas limited partnership, on behalf of the limited liability company and the limited partnership

Notary Public, State of Texas

**After Recording, Please Return to
City of Austin
Department of Law
P O Box 1088
Austin, Texas 78767
Attention Diana Minter, Paralegal**